

09 CV 4258

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
SUNSHIP INC.,

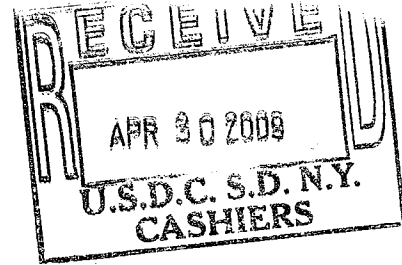
Plaintiff,

- against -

SAMAD MISR (EGYFERT),
EL NASR STEEL PIPES AND FITTINGS CO.,
EGYPTIAN GENERAL PETROLEUM
CORPORATION (EGPC),
INTER PLAST, and
MAN CREW BUILDING SYSTEMS,

Defendants.
-----X

ECF CASE



VERIFIED COMPLAINT

The Plaintiff, SUNSHIP INC., (hereinafter "Plaintiff" or "SUNSHIP"), by its attorneys, LENNON, MURPHY & LENNON, LLC, as and for its Verified Complaint against the Defendants, SAMAD MISR (EGYFERT) (hereinafter "EGYFERT"), EL NASR STEEL PIPES AND FITTINGS CO. (hereinafter "'ENSP"), EGYPTIAN GENERAL PETROLEUM CORPORATION (hereinafter "EGPC"), INTER PLAST and MAN CREW BUILDING SYSTEMS (hereinafter "MAN CREW"), alleges, upon information and belief, as follows:

SUBJECT MATTER JURISDICTION

1. This is an admiralty and maritime claim within the meaning of Federal Rule of Civil Procedure 9(h) and 28 United States Code § 1333. Jurisdiction over this matter is also present pursuant to this Court's federal question jurisdiction, 28 United States Code § 1331.

THE PARTIES

2. At all times material to this action, SUNSHIP was, and still is, an entity duly incorporated under the laws of Panama with a place of business at 34-30 Calle 34, Panama, Republic of Panama.

3. At all material times SUNSHIP was the owner of the M/V TORTUGA (hereinafter the "Vessel") that was chartered to non-party EZZELDIN ALI OSHMAN under a contract of affreightment dated April 10, 2006. *See copy of Contract of Affreightment attached hereto as Exhibit 1.*

4. The Contract of Affreightment provided for a lump sum freight of \$225,000.00 for each voyage performed thereunder and also demurrage at the rate of \$7,500.00 per day pro rata.

5. At all material times, Defendant EGYFERT was, and still is, an entity duly organized and existing by virtue of foreign law with a place of business in Giza, Egypt.

6. At all material times, Defendant ENSP was, and still is, an entity duly organized and existing by virtue of foreign law with a place of business in Cairo, Egypt.

7. At all material times, Defendant EGPC was, and still is, an entity duly organized and existing by virtue of foreign law with a place of business in Cairo, Egypt.

8. At all material times, Defendant INTERP PLAST was, and still is, an entity duly organized and existing by virtue of foreign law with a place of business in Egypt.

9. At all material times, MAN CREW was, and still is, an entity duly organized and existing by virtue of foreign law with a place of business in Alexandria, Egypt.

THE CONTRACTS

CONTRACT 1

10. Defendant EGYFERT was at all material times the shipper of cargo aboard the Vessel as per Bill of Lading No. 1/PORT SUDAN dated May 9, 2006. *See copy of Bill of Lading attached hereto as Exhibit 2.*

11. Bill of Lading No. 1 incorporated all terms and conditions of the Contract of Affreightment dated April 10, 2006 including the express and/or implied obligation to pay any and all freight and demurrage incurred under the contract of carriage (i.e., the bill of lading as incorporating the Contract of Affreightment).

12. Plaintiff properly loaded, stowed, carried and delivered EGYFERT's cargo described in Bill of Lading No. 1 and otherwise carried out its obligations under the contract of carriage.

13. Certain disputes arose between the parties and non-party EZZELDIN ALI OSHMAN's failure to pay freight and demurrage due and owing to SUNSHIP under the contract of affreightment.

14. Despite due and repeated demands the outstanding freight and demurrage due and owing to SUNSHIP remains unpaid.

15. Under the express and/or implied terms of the contract of carriage the Plaintiff may legally recover the unpaid freight and demurrage from Defendant EGYFERT. *See Dornett and Others v. Beckford 110 ER 883 and Carver On Carriage of Goods by Sea.*

16. Pursuant to the Contract of Affreightment, all disputes arising thereunder are to be submitted to arbitration in London with English law to apply.

17. SUNSHIP will commence arbitration proceedings against Defendant EGYFERT once jurisdiction has been obtained over EGYFERT within this action.

18. Interest, costs and attorneys' fees are routinely awarded to the prevailing party under English law. As best as can now be estimated, SUNSHIP expects to recover the following amounts from Defendant EGYFERT at London arbitration:

A.	Principle claim ¹ :	\$221,860.00;
B.	Interest at 6% for one year:	\$13,311.60;
C.	Attorneys' Fees:	\$25,000.00; and
D.	Arbitration Costs:	\$10,000.00
Total:		\$268,171.60.

CONTRACT 2

19. Defendant ENSP was at all material times the shipper of cargo aboard the Vessel as per Bill of Lading No. 002/P. SUDAN dated May 21, 2006. *See copy of Bill of Lading attached hereto as Exhibit 4.*

20. Bill of Lading No. 002/P. SUDAN incorporated all terms and conditions of the Contract of Affreightment dated April 10, 2006 including the express and/or implied obligation to pay any and all freight and demurrage incurred under the contract of carriage (i.e., the bill of lading as incorporating the Contract of Affreightment).

¹ A total of \$225,000 in lump sum freight plus \$528,698 of demurrage was incurred on this voyage. Non-party EZZELDIN ALI OSHMAN paid , or had paid on its behalf, a total of \$70,000 thereby reducing the total unpaid freight and demurrage to \$683,698.00. Defendant EGYFERT's *pro rata* liability is 32.45% under Bill of Lading No. 1/PORT SUDAN towards this unpaid sum measured by calculating its proportion of the total cargo shipped aboard the Vessel as per the Cargo Manifest attached hereto as Exhibit 3.

21. Plaintiff properly loaded, stowed, carried and delivered ENSP's cargo described in Bill of Lading No. 002/P. SUDAN and otherwise carried out its obligations under the contract of carriage.

22. Certain disputes arose between the parties and non-party EZZELDIN ALI OSHMAN's failure to pay freight and demurrage due and owing to SUNSHIP under the contract of affreightment.

23. Despite due and repeated demands the outstanding freight and demurrage due and owing to SUNSHIP remains unpaid.

24. Under the express and/or implied terms of the contract of carriage the Plaintiff may legally recover the unpaid freight and demurrage from Defendant ENSP. *See Dornett and Others v. Beckford 110 ER 883 and Carver On Carriage of Goods by Sea.*

25. Pursuant to the Contract of Affreightment, all disputes arising thereunder are to be submitted to arbitration in London with English law to apply.

26. SUNSHIP will commence arbitration proceedings against Defendant ENSP once jurisdiction has been obtained over ENSP within this action.

27. Interest, costs and attorneys' fees are routinely awarded to the prevailing party under English law. As best as can now be estimated, SUNSHIP expects to recover the following amounts from Defendant ENSP at London arbitration:

- | | | |
|----|--------------------------------|-----------------|
| A. | Principle claim ² : | \$24,338.00; |
| C. | Interest at 6% for one year: | \$1,463.28; |
| C. | Attorneys' Fees: | \$2,500.00; and |

² See footnote 1. Defendant ENSP's *pro rata* liability is 3.56% towards this unpaid sum under Bill of Lading No. 002/P. SUDAN.

E. Arbitration Costs:	\$1,500.00
Total:	\$29,801.28.

CONTRACT 3

28. Defendant ENSP was at all material times the shipper of cargo aboard the Vessel as per Bill of Lading No. 003/P. SUDAN dated May 21, 2006. *See copy of Bill of Lading attached hereto as Exhibit 5.*

29. Bill of Lading No. 003/P. SUDAN incorporated all terms and conditions of the Contract of Affreightment dated April 10, 2006 including the express and/or implied obligation to pay any and all freight and demurrage incurred under the contract of carriage (i.e., the bill of lading as incorporating the Contract of Affreightment).

30. Plaintiff properly loaded, stowed, carried and delivered ENSP's cargo described in Bill of Lading No. 003/P. SUDAN and otherwise carried out its obligations under the contract of carriage.

31. Certain disputes arose between the parties and non-party EZZELDIN ALI OSHMAN's failure to pay freight and demurrage due and owing to SUNSHIP under the contract of affreightment.

32. Despite due and repeated demands the outstanding freight and demurrage due and owing to SUNSHIP remains unpaid.

33. Under the express and/or implied terms of the contract of carriage the Plaintiff may legally recover the unpaid freight and demurrage from Defendant ENSP. *See Dornett and Others v. Beckford 110 ER 883 and Carver On Carriage of Goods by Sea.*

34. Pursuant to the Contract of Affreightment, all disputes arising thereunder are to be submitted to arbitration in London with English law to apply.

35. SUNSHIP will commence arbitration proceedings against Defendant ENSP once jurisdiction has been obtained over ENSP within this action.

36. Interest, costs and attorneys' fees are routinely awarded to the prevailing party under English law. As best as can now be estimated, SUNSHIP expects to recover the following amounts from Defendant ENSP at London arbitration:

A.	Principle claim ³ :	\$6,153.00;
D.	Interest at 6% for one year:	\$369.18;
C.	Attorneys' Fees:	\$2,500.00; and
F.	Arbitration Costs:	\$1,500.00
Total:		\$10,522.18.

CONTRACT 4

37. Defendant EGPC was at all material times the shipper of cargo aboard the Vessel as per Bill of Lading No. 004/P. SUDAN dated May 28, 2006. *See copy of Bill of Lading attached hereto as Exhibit 6.*

38. Bill of Lading No. 004/P. SUDAN incorporated all terms and conditions of the Contract of Affreightment dated April 10, 2006 including the express and/or implied obligation to pay any and all freight and demurrage incurred under the contract of carriage (i.e., the bill of lading as incorporating the Contract of Affreightment).

39. Plaintiff properly loaded, stowed, carried and delivered EGPC's cargo described in Bill of Lading No. 004/P. SUDAN and otherwise carried out its obligations under the contract of carriage.

³ See footnote 1. Defendant ENSP's *pro rata* liability is 0.9% towards this unpaid sum under Bill of Lading No. 003/P. SUDAN.

40. Certain disputes arose between the parties and non-party EZZELDIN ALI OSHMAN's failure to pay freight and demurrage due and owing to SUNSHIP under the contract of affreightment.

41. Despite due and repeated demands the outstanding freight and demurrage due and owing to SUNSHIP remains unpaid.

42. Under the express and/or implied terms of the contract of carriage the Plaintiff may legally recover the unpaid freight and demurrage from Defendant EGPC. *See Dornett and Others v. Beckford 110 ER 883 and Carver On Carriage of Goods by Sea.*

43. Pursuant to the Contract of Affreightment, all disputes arising thereunder are to be submitted to arbitration in London with English law to apply.

44. SUNSHIP will commence arbitration proceedings against Defendant EGPC once jurisdiction has been obtained over EGPC within this action.

45. Interest, costs and attorneys' fees are routinely awarded to the prevailing party under English law. As best as can now be estimated, SUNSHIP expects to recover the following amounts from Defendant EGPC at London arbitration:

A.	Principle claim ⁴ :	\$396,681.00;
E.	Interest at 6% for one year:	\$23,800.86
C.	Attorneys' Fees:	\$40,000.00; and
G.	Arbitration Costs:	\$10,000.00
Total:		\$470,418.86.

⁴ See footnote 1. Defendant EGPC's *pro rata* liability is 58.02% towards this unpaid sum under Bill of Lading No. 004/PORT SUDAN.

CONTRACT 5

46. Defendant INTER PLAST was at all material times the shipper of cargo aboard the Vessel as per Bill of Lading No. 005/PORT SUDAN dated May 30, 2006. *See copy of Bill of Lading attached hereto as Exhibit 7.*

47. Bill of Lading No. 005/PORT SUDAN incorporated all terms and conditions of the Contract of Affreightment dated April 10, 2006 including the express and/or implied obligation to pay any and all freight and demurrage incurred under the contract of carriage (i.e., the bill of lading as incorporating the Contract of Affreightment).

48. Plaintiff properly loaded, stowed, carried and delivered INTER PLAST's cargo described in Bill of Lading No. 005/PORT SUDAN and otherwise carried out its obligations under the contract of carriage.

49. Certain disputes arose between the parties and non-party EZZELDIN ALI OSHMAN's failure to pay freight and demurrage due and owing to SUNSHIP under the contract of affreightment.

50. Despite due and repeated demands the outstanding freight and demurrage due and owing to SUNSHIP remains unpaid.

51. Under the express and/or implied terms of the contract of carriage the Plaintiff may legally recover the unpaid freight and demurrage from Defendant INTER PLAST. *See Dornett and Others v. Beckford 110 ER 883 and Carver On Carriage of Goods by Sea.*

52. Pursuant to the Contract of Affreightment, all disputes arising thereunder are to be submitted to arbitration in London with English law to apply.

53. SUNSHIP will commence arbitration proceedings against Defendant INTER PLAST once jurisdiction has been obtained over INTER PLAST within this action.

54. Interest, costs and attorneys' fees are routinely awarded to the prevailing party under English law. As best as can now be estimated, SUNSHIP expects to recover the following amounts from Defendant INTER PLAST at London arbitration:

A.	Principle claim ⁵ :	\$11,075.00;
F.	Interest at 6% for one year:	\$664.50;
C.	Attorneys' Fees:	\$2,500.00; and
H.	Arbitration Costs:	\$1,500.00
Total:		\$15,739.50.

CONTRACT 6

55. Defendant MAN CREW was at all material times the shipper of cargo aboard the Vessel as per Bill of Lading No. 006/P. SUDAN dated May 28, 2006. *See copy of Bill of Lading attached hereto as Exhibit 8.*

56. Bill of Lading No. 006/P. SUDAN incorporated all terms and conditions of the Contract of Affreightment dated April 10, 2006 including the express and/or implied obligation to pay any and all freight and demurrage incurred under the contract of carriage (i.e., the bill of lading as incorporating the Contract of Affreightment).

57. Plaintiff properly loaded, stowed, carried and delivered MAN CREW's cargo described in Bill of Lading No. 006/P. SUDAN and otherwise carried out its obligations under the contract of carriage.

⁵ See footnote 1. Defendant INTER PLAST's *pro rata* liability of 1.62% towards this unpaid sum under Bill of Lading No. 005/P. SUDAN.

58. Certain disputes arose between the parties and non-party EZZELDIN ALI OSHMAN's failure to pay freight and demurrage due and owing to SUNSHIP under the contract of affreightment.

59. Despite due and repeated demands the outstanding freight and demurrage due and owing to SUNSHIP remains unpaid.

60. Under the express and/or implied terms of the contract of carriage the Plaintiff may legally recover the unpaid freight and demurrage from Defendant MAN CREW. *See Dornett and Others v. Beckford 110 ER 883 and Carver On Carriage of Goods by Sea.*

61. Pursuant to the Contract of Affreightment, all disputes arising thereunder are to be submitted to arbitration in London with English law to apply.

62. SUNSHIP will commence arbitration proceedings against Defendant MAN CREW once jurisdiction has been obtained over MAN CREW within this action.

63. Interest, costs and attorneys' fees are routinely awarded to the prevailing party under English law. As best as can now be estimated, SUNSHIP expects to recover the following amounts from Defendant MAN CREW at London arbitration:

A.	Principle claim ⁶ :	\$21,263.00;
G.	Interest at 6% for one year:	\$1,275.78;
C.	Attorneys' Fees:	\$2,500.00; and
I.	Arbitration Costs:	\$1,500.00
	Total:	\$26,538.78.

⁶ See footnote 1. Defendant MAN CREW has a *pro rata* liability of 3.11% towards this unpaid sum under Bill of Lading No. 006/P. SUDAN.

CONTRACT 7

64. Defendant MAN CREW was at all material times the shipper of cargo aboard the Vessel as per Bill of Lading No. 007/P. SUDAN dated May 28, 2006. *See copy of Bill of Lading attached hereto as Exhibit 9.*

65. Bill of Lading No. 007/P. SUDAN incorporated all terms and conditions of the Contract of Affreightment dated April 10, 2006 including the express and/or implied obligation to pay any and all freight and demurrage incurred under the contract of carriage (i.e., the bill of lading as incorporating the Contract of Affreightment).

66. Plaintiff properly loaded, stowed, carried and delivered MAN CREW's cargo described in Bill of Lading No. 007/P. SUDAN and otherwise carried out its obligations under the contract of carriage.

67. Certain disputes arose between the parties and non-party EZZELDIN ALI OSHMAN's failure to pay freight and demurrage due and owing to SUNSHIP under the contract of affreightment.

68. Despite due and repeated demands the outstanding freight and demurrage due and owing to SUNSHIP remains unpaid.

69. Under the express and/or implied terms of the contract of carriage the Plaintiff may legally recover the unpaid freight and demurrage from Defendant MAN CREW. *See Dornett and Others v. Beckford 110 ER 883 and Carver On Carriage of Goods by Sea.*

70. Pursuant to the Contract of Affreightment, all disputes arising thereunder are to be submitted to arbitration in London with English law to apply.

71. SUNSHIP will commence arbitration proceedings against Defendant MAN CREW once jurisdiction has been obtained over MAN CREW within this action.

72. Interest, costs and attorneys' fees are routinely awarded to the prevailing party under English law. As best as can now be estimated, SUNSHIP expects to recover the following amounts from Defendant MAN CREW at London arbitration:

A.	Principle claim ⁷ :	\$2,392.00;
B.	Interest at 6% for one year:	\$143.52;
C.	Attorneys' Fees:	\$2,500.00; and
D.	Arbitration Costs:	\$1,500.00
Total:		\$6,535.52.

REQUEST FOR RELIEF UNDER SUPPLEMENTAL RULE B

73. The Defendants cannot be found within this District within the meaning of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure, but, upon information and belief, Defendants have, or will have during the pendency of this action, assets within this District and subject to the jurisdiction of this Court, held in the hands of garnishees within the District which are believed to be due and owing to the Defendants. *See Affidavit in Support of Prayer for Maritime Attachment attached hereto as Exhibit 10.*

74. The Plaintiff seeks an Order from this Court directing the Clerk of Court to issue independent Process of Maritime Attachment and Garnishment for each contractual claim set forth herein pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, and also pursuant to the United States Arbitration Act, 9 U.S.C. §§ 1 and 8, attaching, *inter alia*, any assets of the Defendants held by any garnishee(s) within the District for

⁷ See footnote 1. Defendant MAN CREW has a *pro rata* liability of 0.35% towards this unpaid sum under Bill of Lading No. 007/P. SUDAN.

the purpose of obtaining personal jurisdiction over the Defendants, and to secure the Plaintiff's claim as described above.

75. The Plaintiff also seeks an Order from this Court recognizing, confirming and enforcing any forthcoming arbitration award(s) in Plaintiff's favor pursuant to the New York Convention for the Recognition and Enforcement of Foreign Arbitral Awards as codified at 9 U.S.C. §§ 201 *et seq.*

WHEREFORE, Plaintiff prays:

A. That process in due form of law issue against the Defendants, citing them to appear and answer under oath all and singular the matters alleged in the Verified Complaint;

B. That pursuant to 9 U.S.C. §§ 201. *et seq.*, and/or the doctrine of comity, this Court recognize and confirm any foreign judgment(s) or arbitration award(s) rendered on the claims had herein as a Judgment of this Court;

C. That since the Defendants cannot be found within this District pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, this Court issue an Order directing the Clerk of Court to issue individual Process of Maritime Attachment and Garnishment for each contractual claim set forth herein pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, attaching all tangible or intangible property of the Defendants within the District, including but not limited to any funds held by any garnishee, which are due and owing to the Defendants, up to the individual amounts as set forth on Exhibit 11 attached hereto, to secure the Plaintiff's claims, and that all persons claiming any interest in the same be cited to appear and pursuant to Supplemental Admiralty Rule B answer the matters alleged in the Complaint;

D. That this Court enter Judgments against Defendants on the claims set forth herein;

E. That this Court retain jurisdiction over this matter through the entry of any Judgment(s) or award(s) associated with any of the claims currently pending, or which may be initiated in the future, including any appeals thereof;

F. That this Court award Plaintiff its attorney's fees and costs of this action; and

G. That the Plaintiff have such other, further and different relief as the Court may deem just and proper.

Dated: April 30, 2009

The Plaintiff,
SUNSHIP LTD.

By: 

Kevin J. Lennon
Anne C. LeVasseur
Nancy R. Siegel

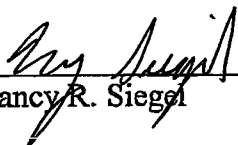
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420 Lexington Avenue, Suite 300
New York, NY 10170
(212) 490-6050
(212) 490-6070
kjl@lenmur.com
acl@lenmur.com
nrs@lenmur.com

ATTORNEY VERIFICATION

State of New York)
) ss: City of New York
County of New York)

1. My name is Nancy R. Siegel.
2. I am over 18 years of age, of sound mind, capable of making this Verification and fully competent to testify to all matters stated herein.
3. I am the attorney for the Plaintiff, in this action. I am fully authorized to make this Verification on its behalf.
4. I have read the foregoing Verified Complaint and the contents thereof are true and accurate to the best of my knowledge, information and belief.
5. The reason that this Verification was made by me and not the Plaintiff is that the Plaintiff is a corporation none of whose officers are present in this District.
6. The source of my knowledge is information and records furnished to me by the Plaintiff and its counsel, all of which I believe to be true and accurate.

Dated: April 30, 2009
New York, NY



Nancy R. Siegel

EXHIBIT 1

or Uspodanba

10.15

12.04.2006

*Handwritten signature***GENERAL AGREEMENT**

DATE 10 APRIL 2006

Name M/V TORTUGA
 ex Names MV CAPTAIN YAMAK
 LOA 128,77 m
 Year of Built 1975
 Built UJINA SHIPBUILDING CO. LTD Hiroshima Japan
 Breadth 19,8 m
 IMO No. 7371367 Depth 10,5 m
 Call Sign D6CJ2 Max Draught 8,252 m
 Class Notation H/M-100-A-E-ICE, General cargo
 Flag Union of Comoros LIGHTSHIP 3200 T

TONNAGE

DWT 12048 T

GROSS NET Grain Capacity: 14134,2m3
 Inter: 6941 T Inter: 3601 T Bale Capacity: 13841,6m3
 Panama: 7798,36 T Panama: 6380,69 T

HATCH OPENINGS WEATHER DECK

No.1 20 X 9,75 m
 No.2 34 X 9,75 m
 No.3 18 X 9,75 m

HOLD CAPACITIES m3 BALE GRAIN
 No. 1 3744,3 3852,9
 No. 2 6224,1 6331,4
 No. 3 3873,2 3949,9

CARGO GEAR

1 swinging boom SWL 10 tons and capable of serving hold 1
 2 swinging booms capable of serving hold 2 fore and aft booms SWL 10 tons each
 1 swinging boom SWL 10 tons and capable of serving hold 3
 BUT VESSEL TO BE CONSIDERED GEARLESS

- OWNER SUNSHIP INC. PANAMA
 - MANAGER SEABULK SHIPMANAGEMENT, PANAMA

- PRESENT POSITION: PORT SUDAN
 - SUB/STEM/SHIPPERS/RCVRS APPROVAL TO BE LIFTED W/IN 24 HRS AFTER FIXING

FOR

-A/C EZZELDIN ALI OSMAN
 TRADING & SHIPPING,
 PORT SUDAN

FAX:00249311825047

TEL:00249311822993

:00249311822535

PERSON TO CONTACT :Capt.AMIN FAKI

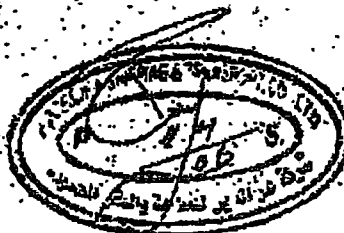
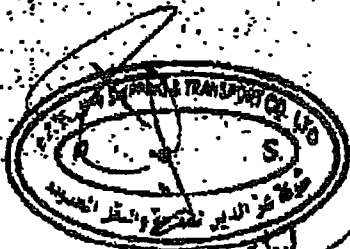
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-UPTO VSL'S FCC COA FOR 6+6 MONTHS OO AND VOYAGES IN DIRECT CONTINUATION
 CARGO CEMENT IN JUMBO BAGS+BTAMINE IN DRUMS+GENS ON/UNDER DECK IN CHARTS OPTION.DECK
 CCG ON CHARTS RISK ,TIME AND EXPENSES
 -PORT OF LOADING-SUEZ/PORT OF DISCH-PORT SUDAN
 -LAYCAN 014/20 APR 2006
 -L/D RATES 15 DAYS TTL FHINC BENDS
 -FREIGHT USD 225.000,00.= L'SUM FIOS FOR EACH VOY L/S/D PAYABLE 100% W/ 2 B/DS OF S/R B(S)/L MARKED
 "FREIGHT PAYABLE AS PER C/P" DIRECTLY TO OWNERS' NOMINATED ACCT IAC BBB
 - VESSEL TO BE SUITABLE FR DRAFT SURVEY BENDS
 - MASTER HAS THE RIGHT TO REJECT ANY DAMAGED/UN SOUND CARGO AND THE SHIPPERS HAS TO
 REPLACE SAME WITH THE SOUND ONE OWISE BSL TO BE REMARKED AS PER MASTER REMARKS
 -"COB" BSL ONLY AGAINST CLEAN CARGO
 -L/S/D IF NECESSARY TO BE ON CHARTS TIME AND EXPENCE.DUNNAGE/LASHING MATERIAL. CHARTS ACCT
 -OWNERS FREE D/A'S AT BENDS
 - D/AS PAID BY CHARTS BENDS
 - SHORE CRANES TO BE USED AT LOAD/DISCH PORTS FOR CHRRS ACC
 -DEM USD 7500 PDPR/ED BE PABLE W/ 5DAYS OF PRESENTATION OF SUPPORTING DOCS EVEN BY FAX
 -LAYTIME NON REVERSABLE
 -NOR BY CABLE/RADIO/TLX/VHF WWW 8AM/2PM BE

-T/D ON CGO/FRT/VSL CHRTRS' ACCT
-EXINS/OAP, IF ANY, CHRTRS' ACCT
-OWNERS/MASTER TO TENDER TO CHARTS VIA BROKERS 5/4/3/2/1 DS NOTICE OF ARRIVAL AT LOAD AND
DISPORTS
-CHABE-AGENT AT LOADPORT - ALREDY SHIPPING/AGENT AT DISPORT-ADARAWEIB SHIPPING
-VSL SHOULD BE P+I COVERED FOR PRESENT VOYAGE
-GA/ARB LON ACC TO ENGL LAW
-3.75% TTL COMM TO BE PAID BY OWS
-O/WISE CLEAN GCN '76 C/P LOGICALLY AMENDED AS PER MAIN TERMS
END

May. 11 1939 04:07PM P1

0510 TO VSE 1 PCT. COVER FOR 6-4 MONTHS GO AND WEATHERS IN DIRECT CONTINUATION
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 PORT OF LADY AND PORT OF DICK. PORT OF DICK. PORT OF DICK.
 14 MAY 1974. APR 1974
 LIBRATES 14. MAY 1974. PHONE BENDS



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TO:00380692450476

P. 2

FROM :

EPK NO. :

May 11 1959 04:07PM 52

CONFIDENTIAL - SECURITY INFORMATION

100-443887-100

- FREIGHT USD 12.000000 - LSUM FIOF FOR EACH VOY LAD PAYABLE 100% WITHIN 15 DAYS OF UNLOADING
 -UNLOADING MARKED FREIGHT PAYABLE AT PER C/P DIRECTLY TO OWNERS' NOMINATED ACCOUNTS
 -VESSEL TO BE SUITABLE FOR CHARTEREVER SENDS
 -MASTER HAS THE RIGHT TO REJECT ANY DAMAGED/UN SOUND CARGO AND THE SHIPPER HAS TO REPLACE SAME WITH THE SOUND ONE OR ELSE B/L TO BE RE-MARKED AS PER MASTER REMARKS
 -COB* B/L ONLY AGAINST CLEAN CARGO
 -LSD IF NECESSARY TO BE ON CHARTS TIME AND EXPENSES (THARGE/LANING MATERIAL CHARTS ACCT
 -OWNERS FREE OF ALL TAT SENDS
 -TAT PAID BY CHARTER SENDS
 -SHORE CRANE TO BE USED AT LOADING/DISCH PORTS FOR CHRS* ACCT
 -DEM USD 7500 DOWNDUE BE PAID W/IN 30 DAYS OF PRESENTATION OF SUPPORTING DOCS EVEN BY FAX
 -LATIME NON REVERSABLE
 -MOR BY CABLE RADIO/TEL/VHF WWW.BAM2PM BE
 -TID ON COOPERATIVE CHRTS* ACCT
 -EXCEPTION IF ANY CHRTS* ACCT
 -OWNERS MASTER TO TENDER TO CHARTS VIA BROKERS 5/10/24 IN NOTICE OF ARRIVAL AT LOAD AND DISPORTS
 -CHARTER AGENT AT LOAD PORT - ALREADY SHIPPING AGENT AT DISPORT ADARAWEBB SHIPPING
 -VSL SHOULD BE PM COVERED FOR PRESENT VOYAGE
 -CHARTER LOR ACCT TO ENCL. LAW
 -3/5% TIT. COMM IS TO BE PAID BY OWS
 -OR WISE CLEAN C/P *N C/P LOGICALLY AMENDED AS PER MAIN TERMS
 1210

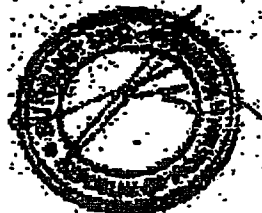
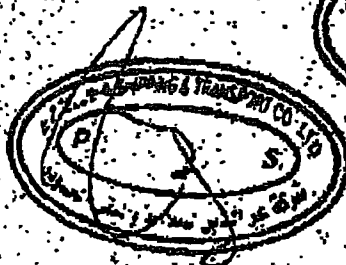


EXHIBIT 2

CODE NAME "CONGENBILL" EDITION 1994

Shipper

SAMAD MIER (EGYPT) S.A.E
9 ADDY STREET, MESSAHA SQUARE
DOKKI, GIZA - EGYPT
FAX : +20(2)7491362

BILL OF LADING

TO BE USED WITH CHARTER-PARTIES

REFERENCE NO

B/L No. 1/ PORT SUDAN

1ST
ORIGINAL**Consignee :**

TO ORDER OF BLUE NILE MASHREG BANK.

Notify address :

ARAB SUDANESE BLUE NILE & AGRICULTURAL CO.
PO BOX 2102
KHARTOUM - SUDAN
FAX : 183266538

Vessel

M/V "TORTUGA"

Port of loading

ADABIYYA PORT, EGYPT

Port of discharge :

PORT SUDAN, SUDAN

description of goods :

AMMONIUM NITRATE FERTILIZER IN 50KG

WEIGHT

1,500.00 MT

L/C NO. IMP / 085 / 06 PBB

"CLEAN ON BOARD"

FRIIGHT PAYABLES AS PER CHARTER PARTY

(OF WHICH ON BOARD THE VESSEL IS NOT RESPONSIBLE FOR ALL CARGO DESCRIPTION, QUALITY , QUANTITY , WEIGHT ,
AND ANY DAMAGED OR LOSS)

**FREIGHT PAYABLE AT SUEZ
AS P.C**

SHIPPED

At the port of loading in apparent good order and
Condition on board the vessel for carriage to the port
of Discharge or so near thereto as she may safely get the goods Specified
above.

Weight, measure, quality, Quantity, conditions, contents and value unknown
IN WITNESS whereof the Master or Agent of the said vessel has signed
the number of Bills of Lading indicated below all of this tenor and date, any
one of which being accomplished the others shall be void
FOR CONDITIONS OF CARRIAGE SEE OVERLEAF

Number of original BS /L :

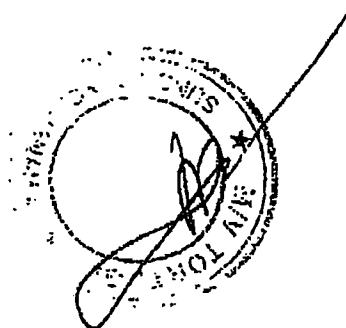
(3/ THREE.)

Place and date of issue :

09 /0 5/2006

REMARKS : 3 DAYS DISCHARGEING AND THEN DEMURRAGE USD
1200 PER DAY TO BE PAID BY CONSIGNEE DAY BY DAY AS PER C/P

WE ARREST CARGO IF DEMURRAGE WILL NOT BE COLLECTED
CARGO WILL NOT BE REALISED FROM VESSEL.

MASTER OF M/V TORTUGA**COPY**

BILL OF LADING

TO BE USED WITH CHARTER-PARTIES

CODE NAME: "CONGENBILL"

EDITION 1984

ADOPTED BY

THE BALTIC AND INTERNATIONAL MARITIME CONFERENCE (BIMCO).

Page 1

Conditions Of Carriage.

(1) All terms and conditions, liberties and exceptions of the Charter Party, dated as overleaf, including the Law and Arbitration Clause, are hereby incorporated.

(2) General Paramount Clause.

(a) The Hague Rules contained in the International Convention for the Unification of certain rules relating to Bills of Lading, dated Brussels the 25th August 1924 as enacted in the country of shipment shall apply to this Bill of Lading. When no such enactment is in force in the country of shipment, the corresponding legislation of the country of destination shall apply, but in respect of shipments to which such enactments are compulsorily applicable, the terms of the said Convention shall apply.

(b) Trades where Hague-Visby Rules apply.

In trades where the International Brussels Convention 1924 as amended by the Protocol signed at Brussels on February 23rd 1968 - the Hague-Visby Rules - apply compulsorily, the provision of the respective legislation shall apply to this Bill of Lading.

(c) The Carrier shall in no case be responsible for loss of or damage to the cargo, howsoever arising prior to loading into and after discharge from the Vessel or while the cargo is in the charge of another Carrier, nor in respect of deck cargo or live animals

(3) General Average.

General Average shall be adjusted, stated and settled according to York-Antwerp Rules 1994, or any subsequent modification thereof, in London unless another place is agreed in the Charter Party. Cargo's contribution to General Average shall be paid to the Carrier even when such average is the result of a fault, neglect or error of the Master, Pilot or Crew. The Charterers, and Shippers and Consignees expressly renounce the Belgian Commercial Code, Part II, Art. 148,

(4) New Jason Clause.

In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible, by statute, contract or otherwise, the cargo, shippers, consignees or the owners of the cargo shall contribute with the Carrier in General Average to the payment of sacrifices, losses or expenses of a General Average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the cargo. If a salving vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salving vessel or vessels belonged to strangers. Such deposit as the Carrier or his agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the cargo, shippers, consignees or owners of the goods to the carrier before delivery.

(5) Both-to-Blame Collision Clause.

If the Vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, neglect or default of the Master, Mariner, Pilot or the servants of the Carrier in the navigation or in the management of the Vessel, the owners of the cargo carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying vessel or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said cargo, paid or payable by the other or non-carrying vessel or her owners to the owners of said cargo and set-off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying Vessel or Carrier. The foregoing provisions shall also apply where the owners, operators or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision or contact.

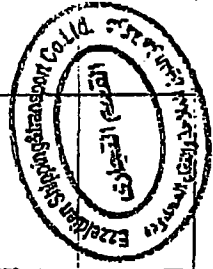
For particulars of cargo, freight, destination, etc., see overleaf.

EXHIBIT 3

CARGO MANIFEST


M/V TORTULLA FROM SUETZ TO PORT SUDAN DATE 3/06/2006

REL No.	SHIPPER	NOTIFY	CONSIGNEE	CARGO	GROSS WEIGHT	NET WEIGHT	REMARKS
1	SANAD MISR (EGYPT) S.A.E AND STREE MESSEMA SQUARE BLOCK GIZA-EGYPT FAX: 433021 7491362	ARABIAN DANESH BLDG & AGRICULTURAL CO. P.O BOX 3102 FAX: 13126658	TO ORDER OF BEE NILE MASHREG BANK	AMMONIUM NITRATE PERTH LIZERIN 50KG	1,500.00 MT		
2	EL NASR STEEL PIPES AND FITTINGS CO. P.O. BOX 1 GHELAN - CAIRO-EGYPT TEL: 202 5553683 FAX: (02) 555368	STANDARD FOR TRADING AND INVESTMENT CO. KHARTOUM - SUDAN BUSAIN STREET TEL: 2491834340	TO THE ORDER EXPORT DEVELOPMENT BANK IN SO BRANCH SUDAN	BLACK STEEL PIPES SIZE 38/50/1.1000PCS PER PROFORMA	16,500 TONS	16,500 TONS	
3	EL NASR STEEL PIPES AND FITTINGS CO. P.O. BOX GHELAN - CAIRO-EGYPT TEL: (02) 5553683 FAX (02) 5553683	STANDARD FOR TRADING AND INVESTMENT CO. KHARTOUM - SUDAN BUSAIN STREET TEL: 2491834340	TO THE ORDER EXPORT DEVELOPMENT BANK IN SO BRANCH SUDAN	BLACK STEEL PIPES SIZE 38/50/1.250PCS AS PER PROFORMA, NO. 10/2005/21006 DWELL 1.00% DIC NO. 1N SQU 72406(C AND F) FOR ISUDAN	40,872 TONS	40,872 TONS	
4	EGYPTION GENERAL PETROLEUM CORPORATION (EGPC) NEW MAADI, PALASTINE ST. P.O BOX 11742, CAIRO, EGYPT	SABROO TRADING COMPANY GOLD STYLE TRADING COMPANY LTD 100% CROW HOSE NORTH CIRCULAR ROAD - LONDON - NW 10 7PN	ON DUBMAN NATIONAL BANK SUG MAHILI BRANCH	BITUMEN GRADE 60/70 PACKED IN USED STEEL DRUMS INGOOD CONDITION	2678.720 MT	2498.008 MT	
5	INTER PLAST K25 MASR ALEX ELSAHREWI ROAD THE INDUSTRIAL ZONE EGYPT TEL 5390966 FAX: 5390967	PAN SUDAN TRADING CO. LTD TEL: 002491837311 12391631 KHARTOUM SUDAN	ON DUBMAN NATIO NAL BANK SAGGANA BR. TEL: 00249183462951 FAX: 00249183467784 KHARTOUM SUDAN	PVC PIPES ASPER PI NO. 32006 DATE 09/04/2006 L/C NO. 61M SAG 1812006 CLEAN ON BOARD	74,719 TONS		
6	MAN CREW BUILDING SYSTEMS 9 EBRAHIM EL SHARIF ALXANDRIA TEL: 002035458040 FAX: 002035458070	HIGHER PETROLEUM SERVICES AND INVESTMENT CO. P. O BOX NO. 1334 HAMEL EL SAFA, ABEIDKHALIM STREET KHARTOUM SUDAN ATT: MR. KALID ELJIAG TEL: 00249183260953	ON DUBMAN NATIONAL BANK KHARTOUM SUDAN L/C NO. 3K01053720	1X40' TO 4651629 1X40' TO 9427283 1X40' TO 5211830 1X40' TO 1552423 1X40' TO 4876337 1X40' BOX 4113753 1X20' BOX 0828453 1X20' BOX 2362156 112,306 TONS	18,617 19,058 17,905 19,606 17,187 20,000 15.0 15,000		
7	MAN CREW BUILDING SYSTEMS 9 EBRAHIM EL SHARIF ALXANDRIA TEL: 002035458040 FAX: 002035458070	SABROO TRADING COMPANY GOLD STYLE TRADING COMPANY LTD 100% CROW HOSE NORTH CIRCULAR ROAD - LONDON - NW 10 7PN	ON DUBMAN NATIONAL BANK KHARTOUM SUDAN L/C NO. 3K01053720	1X40' OF CONTAINERS 1X40' BOX CONTAINER 1X20' BOX CONTAINERS 1X40' BOX 4024005 1X20' BOX 5009148 1729PCS OF WOODEN DESS(S)	8,000 TONS 8,000 TONS 16,000 TONS		



06/06/2006

EXHIBIT 4

CODE NAME * CONGENBILL * EDITION 1994		B/L No. 002/P.SUDAN
Shipper: EL NASR STEEL PIPES AND FITTINGS CO. P.O.BOX : 6 HELWAN - CAIRO, EGYPT. TEL : (02)5563887 FAX : (02)5563883		BILL OF LADING TO BE USED WITH CHARTER PARTY Reference no. COA 10/04/2008 ORIGINAL
Consignee : TO THE ORDER OF EXPORT DEVELOPMENT BANK UNISQ BRANCH - SUDAN .		COPY NON NEGOTIABLE
Notify address SUDABO FOR TRADING AND INVESTMENT CO. KHARTOUM - SUDAN BUKUAN STREET . TEL : +249183483130 FAX : +249183487953 MOBILE : 00249912300753		
Vessel TORTUGA		
Port of loading ADABIYA PORT - EGYPT	Port of discharge PORTSUDAN (SUDAN)	
Marks and nos. BUNDELS . 144	packages & description of goods BLACK STEEL PIPES SIZE : 6 5/8 CITY . 1000 PCS AS PER PROFORMA INV . NO . 9/2006-2006 DD : 8/12/2006 . D/C NO. UN /SQ/LC/2/2008 (CFR) PORTSUDAN SHIPPED ON BOARD ON M/V TORTUGA ON 21/05/2008 . CLEAN ON BOARD B/L F.I.O.S	weight & measurements GROSS WEIGHT 164.500 TONS NET WEIGHT 164.500 TONS
(of which under deck at shipper's risk ; the carrier not being responsible for loss or damage howsoever arising)		
FREIGHT PAYABLE AS PER C/P		SHIPPED at the Port of Loading in apparent good order and Condition On board the vessel for carriage to the port of Discharge Or so near thereto as she may safely get the goods Specified above. Weight, measure, quality, Quantity, conditions, contents and value unknown. IN WITNESS whereof the Master or Agent of the said vessel has Signed the number of Bills Of Lading indicated below all of this tenor and date, any one of which being accomplished the others shall be void FOR CONDITIONS OF CARRIAGE SEE OVERLEAF
Freight payable at Suez	Place and date of issue ADABIYA PORT - EGYPT 21/05/2008	
NO OF ORIGINAL B/L 3/3	Signature 	

BILL OF LADING

TO BE USED WITH CHARTER-PARTIES

CODE NAME: "CONGENBILL"

EDITION 1994

ADOPTED BY

THE BALTIC AND INTERNATIONAL MARITIME CONFERENCE (BIMCO)

Page 1

Conditions Of Carriage.

(1) All terms and conditions, liberties and exceptions of the Charter Party, dated as overleaf, including the Law and Arbitration Clause, are hereby incorporated.

(2) General Paramount Clause.

(a) The Hague Rules contained in the International Convention for the Unification of certain rules relating to Bills of Lading, dated Brussels the 25th August 1924 as enacted in the country of shipment shall apply to this Bill of Lading. When no such enactment is in force in the country of shipment, the corresponding legislation of the country of destination shall apply, but in respect of shipments to which such enactments are compulsorily applicable, the terms of the said Convention shall apply.

(b) Trades where Hague-Visby Rules apply.

In trades where the International Brussels Convention 1924 as amended by the Protocol signed at Brussels on February 23rd 1968 - Hague-Visby Rules - apply compulsorily, the provision of the respective legislation shall apply to this Bill of Lading.

(c) The Carrier shall in no case be responsible for loss of or damage to the cargo, howsoever arising prior to loading into and after discharge from the Vessel or while the cargo is in the charge of another Carrier, nor in respect of deck cargo or live animals

(3) General Average.

General Average shall be adjusted, stated and settled according to York-Antwerp Rules 1994, or any subsequent modification thereof, in London unless another place is agreed in the Charter Party. Cargo's contribution to General Average shall be paid to the Carrier even when such average is the result of a fault, neglect or error of the Master, Pilot or Crew. The Charterers, and Shippers and Consignees expressly renounce the Belgian Commercial Code, Part II, Art. 148.

(4) New Jason Clause.

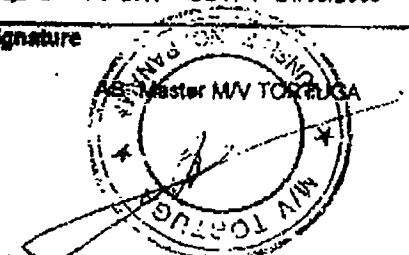
In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible, by statute, contract or otherwise, the cargo, shippers, consignees or the owners of the cargo shall contribute with the Carrier in General Average to the payment of sacrifices, losses or expenses of a General Average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the cargo. If a salvaging vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salvaging vessel or vessels belonged to strangers. Such deposit as the Carrier or his agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the cargo, shippers, consignees or owners of the goods to the carrier before delivery.

(5) Both-to-Blame Collision Clause.

If the Vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, neglect or default of the Master, Mariner, Pilot or the servants of the Carrier in the navigation or in the management of the Vessel, the owners of the cargo carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying vessel, or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said cargo, paid or payable by the other or non-carrying vessel or her owners to the owners of said cargo and set-off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying Vessel or Carrier. The foregoing provisions shall also apply where the owners, operators or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision or contact.

For particulars of cargo, freight, destination, etc., see overleaf.

EXHIBIT 5

CODE NAME * CONGENBILL * EDITION 1994		B/L No. 003/P.SUDAN
Shipper: EL NASR STEEL PIPES AND FITTINGS CO. P.O.BOX : 6 HELWAN - CAIRO.EGYPT. TEL : (02)5553687 FAX : (02)5553683		BILL OF LADING TO BE ISSUED WITH CHARTER PARTY Reference no. COA 10/04/2006 ORIGINAL COPY NON NEGOTIABLE
Consignee: TO THE ORDER OF EXPORT DEVELOPMENT BANK UN/SQ BRANCH - SUDAN.		
Notify address SUDABO FOR TRADING AND INVESTMENT CO. KHARTOUM - SUDAN BUKUAN STREET. TEL: +249183463130 FAX: +249183467953 MOBILE : 00249912300753		
Vessel TORTUGA		
Port of loading ADABIYA PORT - EGYPT		Port of discharge PORTSUDAN (SUDAN)
Marks and nos. BUNDELS : 25	packages & description of goods BLACK STEEL PIPES SIZE : 8 3/4 QTY. : 250 PCS AS PER PROFORMA INV. NO. 10/2005-2006 DD : 21.1.2006. D/C NO. UN/BO/LC/2408 (C AND F) PORTSUDAN SHIPPED ON BOARD ON M/V TORTUGA ON 21/05/2006. CLEAN ON BOARD BL F.I.O.S (of which under deck at shipper's risk ; the carrier not being responsible for loss or damage howsoever arising)	weight & measurements GROSS WEIGHT 40.872 TONS NET WEIGHT 40.872 TONS
FREIGHT PAYABLE AS PER C/P		SHIPPED at the Port of Loading in apparent good order and Condition On board the vessel for carriage to the port of Discharge Or so near thereto as she may safely get the goods Specified above. Weight, measure, quality, Quantity, conditions, contents and value unknown. IN WITNESS whereof the Master or Agent of the said vessel has Signed the number of Bills Of Lading indicated below all of this tenor and date, any one of which being accomplished the others shall be void FOR CONDITIONS OF CARRIAGE SEE OVERLEAF
Freight payable at SUME	Place and date of issue ADABIYA PORT - EGYPT 21/05/2006	
NO OF ORIGINAL BL 3/3	Signature 	

BILL OF LADING

TO BE USED WITH CHARTER-PARTIES

CODE NAME: "CONGENBILL"

EDITION 1994

ADOPTED BY

THE BALTIC AND INTERNATIONAL MARITIME CONFERENCE (BIMCO)

Page 1

Conditions Of Carriage.

(1) All terms and conditions, liberties and exceptions of the Charter Party, dated as overleaf, including the Law and Arbitration Clause, are herewith incorporated.

(2) General Paramount Clause.

(a) The Hague Rules contained in the International Convention for the Unification of certain rules relating to Bills of Lading, dated Brussels the 25th August 1924 as enacted in the country of shipment shall apply to this Bill of Lading. When no such enactment is in force in the country of shipment, the corresponding legislation of the country of destination shall apply, but in respect of shipments to which such enactments are compulsorily applicable, the terms of the said Convention shall apply.

(b) Trades where Hague-Visby Rules apply.

In trades where the International Brussels Convention 1924 as amended by the Protocol signed at Brussels on February 23rd 1968 - the Hague-Visby Rules - apply compulsorily, the provision of the respective legislation shall apply to this Bill of Lading.

(c) The Carrier shall in no case be responsible for loss of or damage to the cargo, howsoever arising prior to loading into and after discharge from the Vessel or while the cargo is in the charge of another Carrier, nor in respect of deck cargo or live animals

(3) General Average.

General Average shall be adjusted, stated and settled according to York-Antwerp Rules 1994, or any subsequent modification thereof, in London unless another place is agreed in the Charter Party. Cargo's contribution to General Average shall be paid to the Carrier even when such average is the result of a fault, neglect or error of the Master, Pilot or Crew. The Charterers, and Shippers and Consignees expressly renounce the Belgian Commercial Code, Part II, Art. 148.

(4) New Jason Clause.

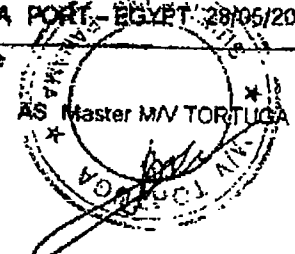
In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible, by statute, contract or otherwise, the cargo, shippers, consignees or the owners of the cargo shall contribute with the Carrier in General Average to the payment of any sacrifices, losses or expenses of a General Average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the cargo. If a salving vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salving vessel or vessels belonged to strangers. Such deposit as the Carrier or his agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the cargo, shippers, consignees or owners of the goods to the carrier before delivery.

(5) Both-to-Blame Collision Clause.

If the Vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, neglect or default of the Master, Mariner, Pilot or the servants of the Carrier in the navigation or in the management of the Vessel, the owners of the cargo carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying vessel or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said cargo, paid or payable by the other or non-carrying vessel or her owners to the owners of said cargo and set-off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying Vessel or Carrier. The foregoing provisions shall also apply where the owners, operators or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision or contact.

For particulars of cargo, freight, destination, etc., see overleaf.

EXHIBIT 6

CODE NAME * CONGENBILL * EDITION 1984		B/L No. 004/P.SUDAN	
Shipper: EGYPTIAN GENERAL PETROLEUM CORPORATION (EGPC) NEW MAADI, PALASTINE ST., PO BOX 11742, CAIRO, EGYPT.		BILL OF LADING TO BE USED WITH CHARTER PARTY Reference no. COA 10/04/2006 COPY NON NEGOTIABLE	
Consignee: OMDURMAN NATIONAL BANK RING MAJALI BRANCH			
Notify address: SABARCO TRADING COMPANY GOLD STYLE TRADING COMPANY LTD 100 F CROW HOUSE NORTH CIRCULAR ROAD LONDON - N W 10 7P N			
Vessel: TORTUGA			
Port of loading: ADABIYA PORT - EGYPT		Port of discharge: PORTSUDAN (SUDAN)	
Marks and nos.	packages & description of goods	weight & measurements	
NUMBER OF DRUMS 12539 DRUMS	BITUMEN GRADE 60/70 PACKING IN USED STEEL DRUMS	GROSS WEIGHT 2678.34 MT NET WEIGHT 2498.619 MT	
CLEAN ON BOARD F.I.O.S (of which under deck at shipper's risk ; the carrier not being responsible for loss or damage howsoever arising)			
FREIGHT PAYABLE AS PER C/P		SHIPPED at the Port of Loading in apparent good order and Condition On board the vessel for carriage to the port of Discharge Or so near thereto as she may safely get the goods Specified above. Weight, measure, quality, Quantity, conditions, contents and value unknown. IN WITNESS whereof the Master or Agent of the said vessel has Signed the number of Bills Of Lading indicated below all of this tenor and date, any one of which being accomplished the others shall be void FOR CONDITIONS OF CARRIAGE SEE OVERLEAF	
Freight payable at SUEZ		Place and date of issue ADABIYA PORT - EGYPT 28/05/2006	
NO OF ORIGINAL B/L 3/3		Signature  AS Master M/V TORTUGA	

BILL OF LADING

TO BE USED WITH CHARTER-PARTIES

CODE NAME: "CONGENBILL"

EDITION 1994

ADOPTED BY

THE BALTIC AND INTERNATIONAL MARITIME CONFERENCE (BIMCO)

Page 1

Conditions Of Carriage.

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(b) Trades where Hague-Visby Rules apply.

In trades where the International Brussels Convention 1924 as amended by the Protocol signed at Brussels on February 23rd 1968 - the Hague-Visby Rules - apply compulsorily, the provision of the respective legislation shall apply to this Bill of Lading.

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(4) New Jason Clause.

In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible, by statute, contract or otherwise, the cargo, shippers, consignees or the owners of the cargo shall contribute with the Carrier in General Average to the payment of any sacrifices, losses or expenses of a General Average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the cargo. If a salving vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salving vessel or vessels belonged to strangers. Such deposit as the Carrier or his agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the cargo, shippers, consignees or owners of the goods to the carrier before delivery.

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For particulars of cargo, freight, destination, etc., see overleaf.

EXHIBIT 7

CODE NAME : "CONGENBILL " EDITION 1994

Shippers

INTER PLAST
K 28 MASR ALEX ELSAHREWI ROAD THE
INDUSTRIAL ZONE EGYPT
TEL : 5390966 FAX : 5390967

BILL OF LADING

TO BE USED WITH CHARTERPARTIES - PARTIES
Reference No. COA 10/04/2006

B / L NO. 005 / PORT SUDAN

CONSIGNEE

TO THE ORDER OF
OMDURMAN NATIONAL BANK, SAGGANA BR.
TEL : 00249 183462951 FAX : 00249 183467784
KHARTOUM, SUDAN

NOTIFY ADDRESS

PAN SUDAN TRADING CO. LTD
TEL : 002499183773411 / 12391621
KHARTOUM SUDAN

COPY NON NEGOTIABLE**VESSEL****PORT OF LOADING**

M/V TORTUGA

SUEZ SEA PORT

PORT OF DISCHARGE**PLACE OF DELIVERY ON-CARRIER**

PORT SUDAN (SEA PORT)

MARKS AND NOS	NUMBER AND KIND OF PACKAGES DESCRIPTION OF GOODS	GROSS WEIGHT
113 PACKAGES	PVC PIPES	74.719
	AS PER P / I NO. 3/2006 DATE 09/04/2006	TON
	* L/C NO. 6IM SAG 181/2006	
	* CLEAN ON BOARD	
	* F. I. O. S	

(of which on board the vessel is not responsible for all cargo description, quality, weight, and any damaged or loss)

FREIGHT PREPAID
FIOS

SHIPPED at the port of loading in apparent good order and Condition on board the vessel for carriage to the port of discharge or so near Thereto as she may safely get the goods specified above. Weight, Measure, Quality, quantity, Condition, Contents and Value unknown.

IN WITNESS where of the master or agents of the said vessel has signed the Number of bills of lading indicated below all of this tenor and date, any one of which being accomplished the others shall be void.

FOR CONDITIONS OF CARRIAGE SEE OVERLEAF

Freight payable at
SUEZ

place and date of issue
SUEZ ON 30 / 5 / 2006

number of original bs/l
3/THREE

signature

MASTER OF M/V TORTUGA



BILL OF LADING

TO BE USED WITH CHARTER-PARTIES

CODE NAME: "CONGENBILL"

EDITION 1994

ADOPTED BY

THE BALTIC AND INTERNATIONAL MARITIME CONFERENCE (BIMCO)

Page 1

Conditions Of Carriage.

- (1) All terms and conditions, liberties and exceptions of the Charter Party, dated as overleaf, including the Law and Arbitration Clause, are herewith incorporated.
- (2) **General Paramount Clause.**
 - (a) The Hague Rules contained in the International Convention for the Unification of certain rules relating to Bills of Lading, dated the 25th August 1924 as enacted in the country of shipment shall apply to this Bill of Lading. When no such enactment is in force in the country of shipment, the corresponding legislation of the country of destination shall apply, but in respect of shipments to which of such enactments are compulsorily applicable, the terms of the said Convention shall apply.
 - (b) *Trades where Hague-Visby Rules apply.*
In trades where the International Brussels Convention 1924 as amended by the Protocol signed at Brussels on February 23rd 1968 - the Hague-Visby Rules - apply compulsorily, the provision of the respective legislation shall apply to his Bill of Lading.
 - (c) The Carrier shall in no case be responsible for loss of or damage to the cargo, howsoever arising prior to loading into and after discharge from the Vessel or while the cargo is in the charge of another Carrier, nor in respect of deck cargo or live animals
- (3) **General Average.**
General Average shall be adjusted, stated and settled according to York-Antwerp Rules 1994, or any subsequent modification thereof, in London unless another place is agreed in the Charter Party.
Cargo's contribution to General Average shall be paid to the Carrier even when such average is the result of a fault, neglect or error of the Master, Pilot or Crew. The Charterers, and Shippers and Consignees expressly renounce the Belgian Commercial Code, Part II, Art. 148.
- (4) **New Jason Clause.**
In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible, by statute, contract or otherwise, the cargo, shippers, consignees or the owners of the cargo shall contribute with the Carrier in General Average to the payment of any sacrifices, losses or expenses of a General Average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the cargo. If a salving vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salving vessel or vessels belonged to strangers. Such deposit as the Carrier or his agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the cargo, shippers, consignees or owners of the goods to the carrier before delivery.
- (5) **Both-to-Blame Collision Clause.**
If the Vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, neglect or default of the Master, Mariner, Pilot or the servants of the Carrier in the navigation or in the management of the Vessel, the owners of the cargo carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying vessel or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said cargo, paid or payable by the other or non-carrying vessel or her owners to the owners of said cargo and set-off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying Vessel or Carrier.
The foregoing provisions shall also apply where the owners, operators or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision or contact.

For particulars of cargo, freight, destination, etc., see overleaf.

EXHIBIT 8

COPY NAME "CONGENBILL" EDITION 1994

B/L NO. 000112

Shipper:

ALH CRE-W BUILDING SYSTEMS
 EBRAHIM EL SHARIF - ALEXANDRIA
 TEL : 00303-5453040
 FAX : 00303-5453070

BILL OF LADING
 TO BE USED WITH CHARTER PARTY
 Reference No. CON 10/01/2006

Consignee:

UNIONMAN NATIONAL BANK
 KHARTOUM / SUDAN LC NO.2KMD53720

Notify address

HIGLEIS PETROLEUM SERVICES AND INVESTMENT CO.
 P O BOX NO. 13224
 HAMEL EL SAFA, ABED KHATIM STREET- KHARTOUM - SUDAN
 ATTN: MR. KALID EL HAG
 TEL : 00249180366953

Vessel

TORTUGA

COPY NON NEGOTIABLE**Port of loading**

ADABIYA PORT - EGYPT

Port of discharge

PORTSUDAN (SUDAN)

Marks and nos.**packages & description of goods****weight & measurements**

1X40' TO 4661630
 1X40' TO 9427283
 1X40' TO 5211830
 1X40' TO 4752423
 1X40' TO 4875337
 1X40' BOX 4113725
 1X20' BOX 0820453
 1X20' BOX 2362155
 5X10' OY CONTAINERS
 1X40' BOX CONTAINER
 2X20' BOX CONTAINERS

S.T.C.
 4070 PCS OF
 SUPPLY OF Pre-engineered and
 Pre-fabricated buildings include:
 - steel structure skeleton
 - shower cabin
 - shower bay
 - sanitary fittings
 - A/C unit while working house

18.617
 18.048
 17.208
 12.606
 17.187
 20.000
 16.000
 15.000
 142.306 TONS

CLEAN ON BOARD**F.I.O.S**

SHIPPER'S OWN CONTAINER
 (S.O.C)

(of which under deck at shipper's risk ; the carrier not being responsible for loss or damage howsoever arising)

FREIGHT PAYABLE AS PER .c/p**SHIPPED** at the Port of Loading in apparent good order and Condition

On board the vessel for carriage to the port of Discharge

Or so near thereto as she may safely get the goods Specified above

Weight, measure, quality, Quantity, conditions, contents and value unknown.

IN WITNESS whereof the Master or Agent of the said vessel has

Signed the number of Bills Of Lading indicated below all of this tenor

and date, any one of which being accomplished the others shall be void

FOR CONDITIONS OF CARRIAGE SEE OVERLEAF**Freight payable at**

SUZ

Place and date of issue

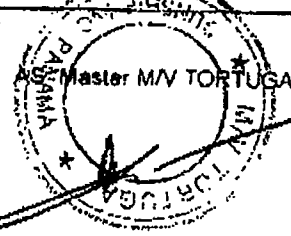
ADABIYA PORT - EGYPT 28/05/2006

NO OF ORIGINAL B/L

3/3

Signature

Master M/V TORTUGA



BILL OF LADING

TO BE USED WITH CHARTER PARTIES

CODE NAME: "CONGENBILL"

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 In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible, by statute, contract or otherwise, the cargo, shippers, consignees or the owners of the cargo shall contribute with the Carrier in General Average to the payment of any sacrifices, losses or expenses of a General Average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the cargo. If a salving vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salving vessel or vessels belonged to strangers. Such deposit as the Carrier or his agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the cargo, shippers, consignees or owners of the goods to the carrier before delivery.
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 If the Vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, neglect or default of the Master, Mariner, Pilot or the servants of the Carrier in the navigation or in the management of the Vessel, the owners of the cargo carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying vessel, or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said cargo, paid or payable by the other or non-carrying vessel or her owners to the owners of said cargo and set-off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying Vessel or Carrier. The foregoing provisions shall also apply where the owners, operators or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision or contact.

For particulars of cargo, freight,
 destination, etc., see overleaf.

EXHIBIT 9

CONGENBILL EDITION 1994 Shipper: MAY CREW BUILDING SYSTEMS 9 ELBAHIM F. SHARIF - ALEXANDRIA TEL. 401203-5458040 FAX. 401203-5458070		B/L No. 0077 Sudan BILL OF LADING TO BE USED WITH CHARTER PARTY Reference No. COA 10104/2006	
Consignee: HOLEC PETROLEUM SERVICES AND INVESTMENT CO P O BOX NO. 13224 HADEL SAFA ABED KHATIM STREET - KHARTOUM - SUDAN ATTN: MR KALID EL HAG - TEL. 00248183266953		COPY NON NEGOTIABLE	
Notify address SAME AS CONSIGNEE			
Vessel TORTUGA			
Port of loading ADABIYA PORT - EGYPT		Port of discharge PORTSUDAN (SUDAN)	
Marks and nos. 1X40' BOX 4024008-4 1X20' BOX 5009148 SHIPPER'S OWN CONTAINER (S.O.C.)	packages & description of goods <u>S.T.C.</u> 729 PCS OF WOODEN DESKS	weight & measurements 8.000 TONS 8.000 TONS 16.000 TONS	
CLEAN ON BOARD F.I.O.S. (of which under deck at shipper's risk; the carrier not being responsible for loss or damage howsoever arising)			
FREIGHT PAYABLE AS PER. c/p		SHIPPED at the Port of Loading in apparent good order and Condition On board the vessel for carriage to the port of Discharge Or so near thereto as she may safely get the goods Specified above Weight, measure, quality, Quantity, conditions, contents and value unknown. IN WITNESS whereof the Master or Agent of the said vessel has Signed the number of Bills Of Lading indicated below all of this tenor and date, any one of which being accomplished the others shall be void FOR CONDITIONS OF CARRIAGE SEE OVERLEAF	
Freight payable at SUEZ		Place and date of issue ADABIYA PORT - EGYPT 28/05/2008	
NO OF ORIGINAL B/L 3/3		Signature AS Master M/M TORTUGA	

BILL OF LADING

TO BE USED WITH CHARTER-PARTIES

CODE NAME: "CONGENBILL"

EDITION 1994

ADOPTED BY

THE BALTIC AND INTERNATIONAL MARITIME CONFERENCE (BIMCO)

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(4) New Jason Clause.

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For particulars of cargo, freight, destination, etc., see overleaf.

EXHIBIT 10

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
SUNSHIP INC.,

Plaintiff,

- against -

SAMAD MISR (EGYFERT),
EL NASR STEEL PIPES AND FITTINGS CO.,
EGYPTIAN GENERAL PETROLEUM
CORPORATION (EGPC),
INTER PLAST, and
MAN CREW BUILDING SYSTEMS,

Defendants.
-----X

X

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X

ECF CASE

AFFIDAVIT IN SUPPORT OF PRAYER FOR MARITIME ATTACHMENT

State of Connecticut)

)

ss: Town of Southport

County of Fairfield)

Kevin J. Lennon, being duly sworn, deposes and says:

1. I am a member of the Bar of this Court and represent the Plaintiff herein. I am familiar with the facts of this case and make this Affidavit in support of Plaintiff's prayer for the issuance of a Writ of Maritime Attachment and Garnishment, pursuant to Rule B of the Supplemental Admiralty Rules of the Federal Rules of Civil Procedure.

DEFENDANTS ARE NOT PRESENT IN THE DISTRICT

2. I have attempted to locate the Defendants, SAMAD MISR (EGYFERT), EL NASR STEEL PIPES AND FITTINGS CO., EGYPTIAN GENERAL PETROLEUM CORPORATION (EGPC), INTER PLAST and MAN CREW BUILDING SYSTEMS within

this District. As part of my investigation to locate the Defendants within this District, I checked the telephone company information directory, as well as the white and yellow pages for New York listed on the Internet or World Wide Web, and did not find any listing for the Defendants. Finally, I checked the New York State Department of Corporations' online database which showed no listings or registration for the Defendants except as provided below.

3. I submit based on the foregoing that the Defendants cannot be found within this District within the meaning of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims.

4. Upon information and belief, the Defendants have, or will have during the pendency of this action, tangible and intangible property within this District and subject to the jurisdiction of this Court, held in the hands of in the hands of garnishees within this District, which are believed to be due and owing to the Defendants.

5. This is Plaintiff's second request for this relief made to any Court. Plaintiff previously sought relief was against non-party EZZELDIEN ALI OSMAN TRADING AND SHIPPING *et al* within an action filed in this Court entitled *Sunship Inc. v. Ezzeldien Ali Osman Trading and Shipping et al assigned civil case number 06 Civ. 4788 (PKC)*. This prior action was voluntarily dismissed without prejudice by the Plaintiff on May 11, 2007.

PRAYER FOR RELIEF FOR ORDER ALLOWING SPECIAL PROCESS SERVER

6. Plaintiff seeks an Order pursuant to Rule 4(c) of the Federal Rules of Civil Procedure, for an Order appointing Patrick F. Lennon, Kevin J. Lennon, Charles E. Murphy, Nancy Peterson (Siegel), Colleen McEvoy, Anne C. LeVasseur or any other partner, associate, paralegal or agent of Lennon, Murphy & Lennon, LLC, or any process server employed by Gotham Process Servers, in addition to the United States Marshal, to serve the Ex Parte Order

and Process of Maritime Attachment and Garnishment, together with any interrogatories, upon the garnishee(s), together with any other garnishee(s) who (based upon information developed subsequent hereto by the Plaintiff) may hold assets of, for or on account of, the Defendants.

7. Plaintiff seeks to serve the prayed for Process of Maritime Attachment and Garnishment with all deliberate speed so that it may be fully protected against the potential of being unable to satisfy a judgment/award ultimately obtained by Plaintiff and entered against the Defendants.

8. To the extent that this application for an Order appointing a special process server with respect to this attachment and garnishment does not involve a restraint of physical property, there is no need to require that the service be effected by the Marshal as it involves simple delivery of the Process of Maritime Attachment and Garnishment to the various garnishees to be identified in the writ.

PRAYER FOR RELIEF TO SERVE LATER IDENTIFIED GARNISHEES

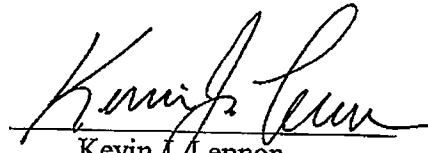
9. Plaintiff also respectfully requests that the Court grant it leave to serve any additional garnishee(s) who may, upon information and belief obtained in the course of this litigation, to be holding, or believed to be holding, property of the Defendants, within this District. Obtaining leave of Court at this time to serve any later identified garnishees will allow for prompt service of the Process of Maritime Attachment and Garnishment without the need to present to the Court amended Process seeking simply to identify other garnishee(s).

PRAYER FOR RELIEF TO DEEM SERVICE CONTINUOUS

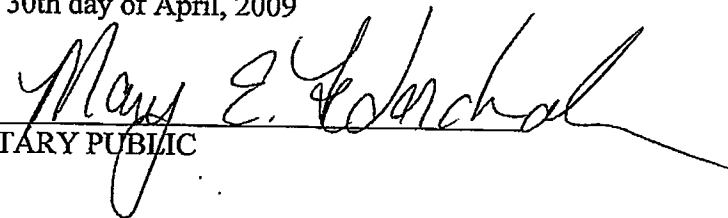
10. Further, in order to avoid the need to repetitively serve the garnishees/banks, Plaintiff respectfully seeks further leave of the Court, as set out in the accompanying Ex Parte Order for Process of Maritime Attachment, for any process that is served on a garnishee to be

deemed effective and continuous service of process throughout any given day on which process is served through the next day, provided that process is served the next day, and to authorize service of process via facsimile or e-mail following initial *in personam* service.

Dated: April 30, 2009
Southport, CT


Kevin J. Lennon

Sworn and subscribed to before me
this 30th day of April, 2009


NOTARY PUBLIC

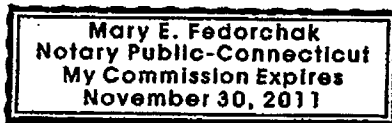


EXHIBIT 11

List of Independent
Process of Maritime Attachment
and Garnishments to be Issued

<i>Defendant:</i>	SAMAD MISR (EGYFERT)	<i>Amount:</i>	\$268,171.60
<i>Defendant:</i>	EL NASR STEEL PIPES AND FITTINGS CO.	<i>Amount:</i>	\$29,810.28
<i>Defendant:</i>	EL NASR STEEL PIPES AND FITTINGS CO.	<i>Amount:</i>	\$10,522.18
<i>Defendant:</i>	EGYPTIAN GENERAL PETROLEUM CORP.	<i>Amount:</i>	\$470,418.86
<i>Defendant:</i>	INTER PLAST	<i>Amount:</i>	\$15,739.50
<i>Defendant:</i>	MAN CREW BUILDING SYSTEMS	<i>Amount:</i>	\$26,538.78
<i>Defendant:</i>	MAN CREW BUILDING SYSTEMS	<i>Amount:</i>	\$6,535.52